

# CITY OF ATLANTA

Kasim Reed Mayor SUITE 1790 55 TRINITY AVENUE, SW ATLANTA, GA30303 (404) 330-6204 Fax: (404) 658-7705 Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT Adam L. Smith, Esq., CPPO, CPPB Chief Procurement Officer asmith@atlantaga.gov

June 7, 2011

Dear Potential Proponent:

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) at Hartsfield-Jackson Atlanta International Airport

Attached is a copy of Addendum No. 3, which is hereby made a part of the above- referenced project.

For additional information, please contact Ms. Carla M. Cail, Contracting Officer, at (404) 330-6119, by fax at (404) 658-7705 or by email at <a href="mailto:ccail@atlantaga.gov">ccail@atlantaga.gov</a>.

Sincerely,

Adam I Smith

ALS/CMC

Attachment

Addend Re:	dum No. 3  FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);  FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and  FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) at Hartsfield-Jackson  Atlanta International Airport
Date: Page:	June 7, 2011
<u>ACKN</u>	OWLEDGMENT OF ADDENDUM NO. 3
Procure	Proponents must sign below and return this form with proposal package to the Department of ement, 55 Trinity Avenue, City Hall South, Suite 1790, Atlanta, Georgia 30303.
(Packa No. 6 Hartsfi staff of	ealed proposals for FC-5191 through FC-5195; Food and Beverage Concessions ges No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) at ield-Jackson Atlanta International Airport (the "Airport") will be received by designated the Department of Procurement ("DOP") at 55 Trinity Avenue, S.W., City Hall South, Suite Atlanta, Georgia 30303.
"Propo Conces	This Request for Proposal ("RFP") from qualified Proponents ("Proponent" or ments") by the City, on behalf of its Department of Aviation ("DOA"), seeks to procure sions Agreements for the operation of food and beverage retail concessions locations tout the Airport.
received	FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5) will be d no later than 1:59 p.m., <b>Tuesday</b> , <b>July 12</b> , <b>2011</b> .
received	FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9) will be dono later than 1:59 p.m., Monday, July 18, 2011.
than 1:5	FC-5227 through FC-5229; Retail Concessions (Packages No. 1 - 3) will be received no later 59 p.m., <b>Friday</b> , <b>July 15</b> , <b>2011</b> .
2011.	This is to acknowledge receipt of Addendum No. 3 on the day of,
	Legal Name of Proponent
	Signature of Authorized Representative

Printed Name

Title

Date

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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This Addendum forms a part of the proposal document and <u>modifies</u> the original RFP as noted below. *Revisions* are depicted in **bold** *italic* face type unless stated otherwise.

#### A. <u>REVISIONS</u>

Unless otherwise specified, these Revisions apply to all Food and Beverage (FC-5191 through FC-5199) and all Retail (FC-5227 through FC-5229) Packages.

#### 1. PART 1: Information and Instructions to Proponents.

a. Food & Beverage Package No. 5 (FC-5195), Part 1, Section 1, Services Being Procured reads:

This Request for Proposals ("RFP") from qualified Proponents by the City of Atlanta ("City"), on behalf of its Department of Aviation ("DOA") seeks to procure an agreement for the operation of the nine (9) separate food and beverage locations and two (2) food court common areas on the Atrium and seven (7) food and beverage concessions locations and three (3) food court common areas on Concourse F totaling approximately 41,063 square feet at Hartsfield-Jackson Atlanta International Airport. For purposes of this RFP, "Proponent" is the entity submitting a proposal in response to this RFP. A more detailed Scope of Concessions Services sought in this procurement is set forth in Exhibit A attached to this Part 1; Information and Instructions to Proponents and in the Form of Agreement ("Concessions Agreement"); Contract No. FC-5195; Food and Beverage Concession (Package No. 5), included in this RFP Part 5.

#### Replace with:

This Request for Proposals ("RFP") from qualified Proponents by the City of Atlanta ("City"), on behalf of its Department of Aviation ("DOA") seeks to procure an agreement for the operation of the nine (9) separate food and beverage locations and two (2) food court common areas on the Atrium and seven (7) food and beverage concessions locations and three (3) food court common areas on Concourse F totaling approximately 41,254 square feet at Hartsfield-Jackson Atlanta International Airport. For purposes of this RFP, "Proponent" is the entity submitting a proposal in response to this RFP. A more detailed Scope of Concessions Services sought in this procurement is set forth in Exhibit A attached to this Part 1; Information and Instructions to Proponents and in the Form of Agreement ("Concessions Agreement"); Contract No. FC-5195; Food and Beverage Concession (Package No. 5), included in this RFP Part 5.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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### b. Part 1, Section 5.3 reads:

In addition to the minimum requirements outlined in paragraph 5, if the Proponent is a partnership/joint venture or an individual, the individual majority interest holder in the partnership/joint venture or the individual that will be responsible for the operation of the food and beverage concessions must have the experience required above and present evidence of that experience in its proposal.

### Replace with:

In addition to the minimum requirements outlined in paragraph 5, if the Proponent is a partnership/joint venture or a <u>sole proprietorship</u>, the individual majority interest holder in the partnership/joint venture or, <u>in the case of a sole proprietorship</u> the individual that will be responsible for the operation of the food and beverage concessions, must have the experience required above and present evidence of that experience in its proposal.

#### c. Part 1, Section 9.2. Proposal Guarantee reads:

The Proposal Guarantees will be retained by City until all documents necessary to such Contract have been executed or provided by the successful Proponent. All Proposal Guarantees will be returned to proposers who do not receive a contract no later than the ninetieth (90<sup>th</sup>) day after the contract award date. Each Proponent agrees that, if it is awarded the Concessions Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the date the City provides a final, executable version of the Concessions Agreement, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

#### Replace with:

The Proposal Guarantees will be retained by City until all documents necessary to such Contract have been executed or provided by the successful Proponent. All Proposal Guarantees will be returned to proposers who do not receive a contract no later than the ninetieth  $(90^{th})$  day after the contract award date. Each Proponent agrees that, if it is awarded the Concessions Agreement and fails to execute it and provide all other documents required to consummate the transaction within  $\underline{ten}$  (10) days of the date the City provides a final, executable version of the Concessions Agreement, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5); FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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#### d. Part 1, Section 10. Procurement Questions; Prohibited Contacts reads:

Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person, Carla M. Cail, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail ccail@atlantaga.gov, on or before Tuesday, April 12, 2011, at 5:00 PM, EST. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any thirdparty representatives of the City on any matter having to do with this RFP. communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

### Replace with:

Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person, Carla M. Cail, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail ccail@atlantaga.gov, on or before Tuesday, April 12, 2011, at 5:00 PM, EST. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing. Notwithstanding anything contained in this section, to the extent clarification of any Proposal information is required, the City's contact person, along with one or more

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

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# <u>members of the evaluation team, may contact the Proponent's representative to request such clarification.</u>

e. Part 1, Section 18, Prohibition on Exclusive Subconcessionaire Agreements reads:

The City's Procurement and Real Estate Code and the public procurement process defined therein is designed to foster effective broad-based competition for public procurement within the free enterprise system. The City of Atlanta believes that exclusivity arrangements between prime concessionaires and subconcessionaires during the procurement process are inconsistent with this objective. Accordingly, Proponent may not take steps to restrict the ability of any subconcessionaire or potential subconcessionaire to participate as a subconcessionaire to any other prime concessionaire submitting a proposal in response to this RFP or any other Airport Food & Beverage RFP issued by the City contemporaneously herewith. Proponent shall submit with its proposal a fully executed Form 13 – "Certification Regarding Exclusive Subconcessionaire Agreements", contained in Part 4 of this RFP.

### Replace with:

The City's Procurement and Real Estate Code and the public procurement process defined therein is designed to foster effective broad-based competition for public procurement within the free enterprise system. The City of Atlanta believes that exclusivity arrangements between prime concessionaires and subconcessionaires during the procurement process are inconsistent with this objective. Accordingly, Proponent may not take steps to restrict the ability of any subconcessionaire or potential subconcessionaire to participate as a subconcessionaire to any other prime concessionaire submitting a proposal in response to this RFP or any other Airport Food & Beverage RFP issued by the City contemporaneously herewith. It is not the City's intention to impose restrictions on franchise or licensing arrangements. Proponent shall submit with its proposal a fully executed Form 13 – "Certification Regarding Exclusive Subconcessionaire Agreements", contained in Part 4 of this RFP.

f. Part 1, Exhibit A; Scope of Concessions Services.

**Retail Packages Nos. 1 & 2** (FC-5227 & FC-5228), <u>Part 1, Exhibit A, Scope of Concessions Services</u>, <u>Section 3</u>, Specific Uses, description of all "<u>Specialty Retail</u>" concepts reads:

The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the international and domestic travelers.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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## Replace with:

The above locations will be nationally or internationally branded or locally or regionally recognized specialty retail locations concentrating on a variety of high quality merchandise designed to appeal to the international and domestic travelers. A "nationally branded" concept is defined as operating at least 100 stores in a minimum of 10 states. An "internationally branded" concept is one that has three or more locations located outside the U.S.A., with possibly no US domestic locations. A "regionally recognized" concept is a concept having locations in more than 2 cities in the United States. A "locally recognized" concept is a concept having locations in up to 2 cities in the United States, all of which are within 500 miles of Atlanta.

# 2. <u>PART 2</u>: ; Contents of Proposals/Required Submittals

## a. **Part 2, section 2.2.3.2.9 reads:**

Color photographs of existing stores and or renderings illustrating proposed store design, submitted in "8 ½ x 11 ½" or "11x 17" format as part of the bound Proposal; (Submit as attachment to Form 9).

#### Replace with:

Color photographs of existing stores and or renderings illustrating proposed store design, submitted in " $8 \frac{1}{2} \times 11$ " or " $11 \times 17$ " format as part of the bound Proposal; (Submit as attachment to F0rm 9).

#### 3. PART 4: Submittal Forms.

a. Delete: Form 13: Certification Regarding Exclusive Subconcessionaire Agreements.

#### Replace with:

Exhibit 1: Revised Form 13: Certification Regarding Exclusive Subconcessionaire Agreements.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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#### 4. PART 5: Concessions Agreement.

a. **Food & Beverage Package 5 (FC-5195)**, the first sentence of <u>Part 5, Section 1.1.1</u>. Description of Premises reads:

Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this agreement on the Commencement Date) consisting of approximately 41,063 square feet in the Atrium and Concourse F of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:

#### Replace with:

Concessionaire shall be entitled to occupy and use, for the purposes set forth herein, the following premises ("Premises" hereinafter refer to the total square feet under this agreement on the Commencement Date) consisting of approximately 41,254 square feet in the Atrium and Concourse F of Hartsfield-Jackson Atlanta International Airport (the "Airport"), and as further depicted in Exhibit A, as follows:

b. **Food & Beverage Package 5 (FC-5195)**, the first sentence of <u>Part 5, Section 1.1.1</u>. Description of Premises reads (in part):

<b>Space</b>	Location	Approximately Sq/Ft
F-F10	F	3000

# Replace with:

Space	Location	Approximately Sq/Ft
F-F10	$oldsymbol{F}$	<u>3191</u>

c. All Food & Beverage Concessions Packages (FC-5191 through FC-5199), the last sentence of Part 5, Section 3.7: Customer Service reads:

Concessionaire shall use compostable serviceware along with consumer facing packaging and source separate all food service wastes for direct transport to off-airport composting facilities.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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## Replace with:

Concessionaire shall use compostable serviceware along with consumer facing packaging and source separate all food service wastes for direct transport to off-airport composting facilities. Costs attributable to Concessionaire for complying with the waste separation initiative will not exceed \$10 per square foot over and above trash removal and recycling costs, including labor and dumpster fees, assessed to Concessionaires in 2011.

d. Food & Beverage Packages Nos. 5 & 7 (FC-5195 & FC-5197) and Retail Concessions Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 5, Section 5.1.4 reads:

Rent will be paid monthly in advance, beginning on the Commencement Date, except as provided in the section titled "Commencement Date; Term. Concessionaire will pay one-twelfth (1/12<sup>th</sup>) of the Minimum Annual Guarantee on the first day of each month. By the 10th day of each month, Concessionaire will submit a report, in a form provided by the Department of Aviation, of actual Gross Receipts received during the previous month along with the calculation of Percentage Rent for such previous month and if greater than the previously paid MAG, a check representing the additional rent owed as a result of such Percentage Rent calculation.

#### Replace with:

Rent will be paid monthly in advance, beginning on the Commencement Date, except as provided in the section titled "Commencement Date; Term" and as provided in section 7.3.2. Concessionaire will pay one-twelfth (1/12<sup>th</sup>) of the Minimum Annual Guarantee on the first day of each month. By the 10th day of each month, Concessionaire will submit a report, in a form provided by the Department of Aviation, of actual Gross Receipts received during the previous month along with the calculation of Percentage Rent for such previous month and if greater than the previously paid MAG, a check representing the additional rent owed as a result of such Percentage Rent calculation.

e. Food & Beverage Packages Nos. 5 & 7 (FC-5195 & FC-5197) and Retail Concessions Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 5, Section 7.3.2 reads:

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and FC-5227 through FC-5229; Retail Concessions (Packages No. 1-3) at Hartsfield-Jackson

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Notwithstanding anything else in this Concessions Agreement, all aspects of Concourse F construction shall be completed within one hundred and fifty (150) days of the date on which the portion of the Premises located on Concourse F are made available to Concessionaire for construction.

### Replace with:

Notwithstanding anything else in this Concessions Agreement, all aspects of Concourse F construction shall be completed within one hundred and fifty (150) days of the date on which the portion of the Premises located on Concourse F are made available to Concessionaire for construction. If Concessionaire completes construction and is ready for business at ALL Concourse F locations within the Premises on or before April 1, 2012, Concessionaire shall be entitled to operate its Concourse F locations within the Premises rent-free through June 30, 2012. Concessionaire shall pay O&M charges, marketing fees, and other non-rental charges during this period. In such a case, Concessionaire's rental obligations for its Concourse F locations within the Premises shall begin on July 1, 2012.

f. Food & Beverage Packages Nos. 5 & 7 (FC-5195 & FC-5197) and Retail Concessions Packages Nos. 1 & 2 (FC-5227 & FC-5228), Part 5, Section 7.4, Liquidated Damages reads:

Failure by Concessionaire to complete the construction in the timeframe in accordance with the transition plan attached as Exhibit G shall result in the payment of liquidated damages of \$5,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimated of the estimate of the damage incurred by the City for such delay. Failure by the Concessionaire to complete the construction in the timeframe as outlined in section 7.2.3 as required during the renewal shall result in the payment of liquidated damages of \$3,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the damage incurred by the City for such delay.

#### Replace with:

Failure by Concessionaire to complete the construction in the timeframe <u>provided in</u> the transition plan attached as Exhibit G or, <u>with respect to locations on Concourse F, as provided in Section 7.3.2</u> shall result in the payment of liquidated damages of \$5,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the damage incurred by the City for such delay. Failure by the Concessionaire to complete the construction in the timeframe as outlined in section 7.2.3 as required during the

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

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renewal shall result in the payment of liquidated damages of \$3,000 per location per day, which shall be in addition to the payment of the required Rent and which the parties acknowledge is a reasonable estimate of the damage incurred by the City for such delay.

#### 5. PART 5: Exhibits

a. **Food & Beverage Concession No. 5 (FC-5195)**, Part 5, Exhibit A; Description of Premises, LOD for Space F-F10.

### Replace with:

Exhibit 2: Revised LOD for Space F-F10.

b. Part 5, Exhibit G; Transition Plan

#### Replace with:

Exhibit 3: Revised Exhibit G; Transition Plan

### B. <u>EXHIBITS</u>

Exhibit 1; Revised Form 13: Certification Regarding Exclusive Subconcessionaire

Agreements

Exhibit 2; Revised LOD for Space F-F10 Exhibit 3; Revised Exhibit G: Transition Plan

#### C. CLARIFICATION OF ANSWERS PROVIDED IN ADDENDUM NO. 1

Question Nos. below refer to questions and responses contained in Addendum No 1.

a. Ouestion #30 Are CAD files available?

Response In most cases, As-Built CAD files are available.

Question #186 Will CAD files be available for the Lease Outline Drawings?

Response In many cases the City will be able to provide CADD files. If a

CADD file is not available for a space, the DOA will provide a set

of drawings.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

FC-5196 through FC-5199; Food and Beverage Concessions (Packages No. 6 - 9); and

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CLARIFICATION: CAD files, to the extent available, will be provided only to successful proponents upon the completion of the evaluation of proposals by the City.

b. Question #69 Will use of 11 X 17 (or other sizes besides 8 ½ X 11) be allowed

for graphics, charts, etc.?

Response No.

CLARIFICATION: Yes. Per section 2.2.3.2.9, Color photographs of existing stores and or renderings illustrating proposed store design, submitted in  $8 \frac{1}{2} \times 11 \frac{1}{2}$  or "11x 17 format will be accepted.

c. Question #216 In Part I of the RFP, Section 19 (Offset of Certain Taxes) it states,

"It is the City's intent, to the extent the County is successful in collecting such taxes, to permit the successful proponent to pass this tax liability on to its customers directly in a manner to be determined by the City at a later time." The draft Food and Beverage lease included in the Request for Proposal does not mention the "tax liability" in the lease. Will the Food and Beverage lease be amended to address the offset of these taxes? How does the City intend to pass this tax liability on to the customers? Will the City allow the successful proponent to charge in excess of the "street plus 10%" pricing policy? Will there be a special sales tax implemented for food and beverage sold at the airport to

compensate for the tax liability?

Response As stated. the City will make and communicate a final decision on

this issue to Concessionaires at a later time.

Question #217 Should the proponent be made aware of any other municipalities,

i.e. the City of College Park, that plan on or are assessing any new taxes on concessionaire's leases and improvements at the airport? If another municipality, other than Clayton County, is successful in assessing tax liabilities, will the City offset these taxes as discussed

in the proceeding question?

*Response* The City of Atlanta will decide the matter at a later time.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

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CLARIFICATION: To the extent Clayton County or the City of College Park seeks to assess an ad valorem tax on Concessionaires' possessory interests in their Premises, where taxes were not assessed on such interests prior to 2010, the City expects to authorize a direct pass-through to Concessionaires' customers at the time of sale in an annual amount not to exceed Concessionaires' actual tax liability for such year. Amounts collected will not be included in gross receipts for purposes of calculating rent to the City. Concessionaires may not charge in excess of "street plus 10%".

c. Question #299 How does the City first source jobs program work with the incumbent workforce and the worker retention expectations of the RFP?

Response

First Source will allow the incumbent concessions workforce to register, whether or not they reside in the City of Atlanta and will work with successful proponents to register and document any of the incumbent workforce hired. Those that are switched will be considered new hires, which will count towards the 50% requirement set forth in the First Source Jobs ordinance.

CLARIFICATION: Additional information about the First Source Jobs Program, as applied to the Food & Beverage and Retail procurements is as follows:

- 1. The Atlanta Workforce Development Agency ("AWDA"), through the First Source program, will offer transitional services to all current Airport Concessions Employees who are displaced by new agreements resulting from the pending procurements. While these services are generally only available to City of Atlanta residents, AWDA has adjusted the program, in this case, to provide opportunities for all impacted concessions workers, regardless of their place of residence.
  - a. Beginning September 1, 2011, all employees that are expected to be directly affected by the transition will be notified through their current employers.
  - b. First Source will accept registration forms and resumes from incumbent workers and will add them to the First Source database by job type.
  - c. Successful proponents will be required to hire 50% of entry level positions created from the First Source database.

Re: FC-5191 through FC-5195; Food and Beverage Concessions (Packages No. 1 - 5);

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2. Displaced employees may avail themselves of AWDA career counselors for individual career guidance and assistance in obtaining training designed to increase employability.

- 3. AWDA will conduct a Job Fair on or around September 21, 2011 to actively promote the transition effort. This Job Fair will be advertised to incumbent employees through flyers distributed at the Airport as well as directly to concessions managers through our regular monthly compliance meetings with all concessionaires. Additional Job Fairs will be held on a weekly basis and advertised on AWDA's website.
- 4. All Airport concessionaires will be encouraged by the City of Atlanta to continue to hire new employees through the First Source program throughout the term of their Agreements. We will also communicate this through our regular monthly compliance meetings.

# Exhibit 1

Revised Form 13: Certification Regarding Exclusive Subconcessionaire Agreements

### Form 13; Certification Regarding Exclusive Subconcessionaire Agreements

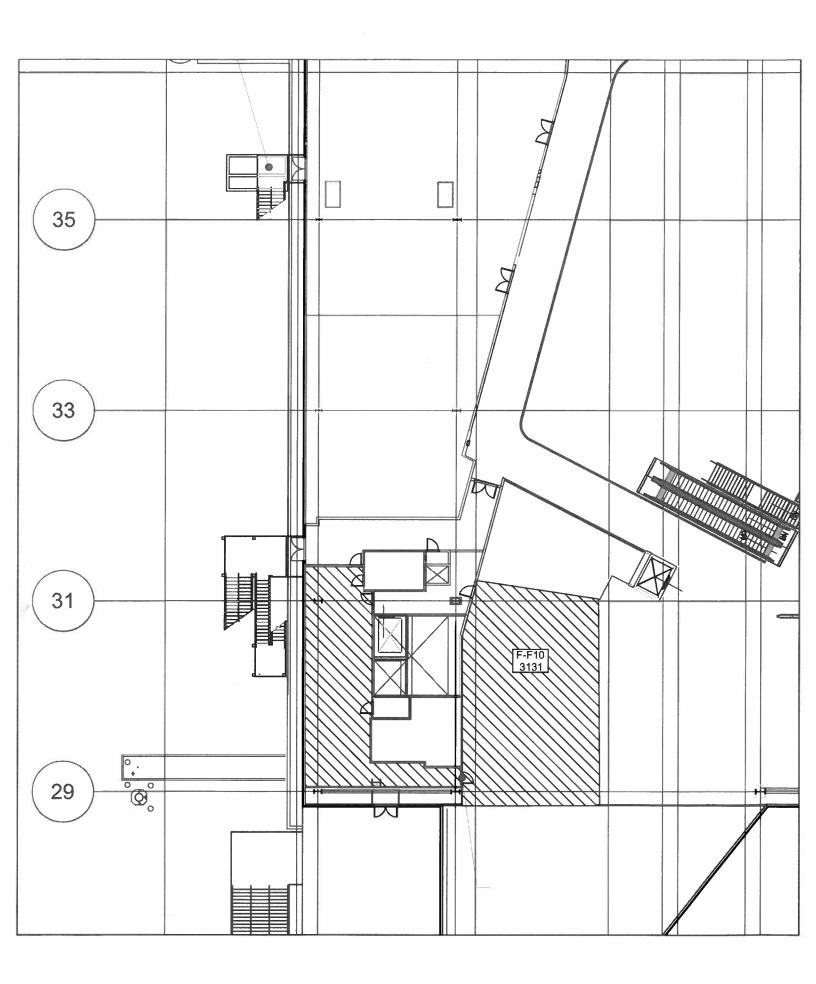
Proponent hereby certifies that, as of the Proposal Deadline set forth in Part 1, section 7 of this RFP (as amended by any addenda), neither Proponent nor any entity comprising Proponent is a party to any agreement with, or otherwise imposes any condition on, any subconcessionaire or prospective subconcessionaire, which seeks to restrict the ability of such subconcessionaire to participate as a subconcessionaire to any other Proponent that may submit a proposal in response to this RFP or any other Airport Food & Beverage or Retail RFP issued by the City contemporaneously herewith.

This certification pertains only to exclusive arrangements between Proponent and any actual or prospective subconcessionaire(s). It shall not restrict Proponent's right to enter into or maintain exclusive franchise or licensing arrangements nor shall it prohibit Proponent from requiring that prospective subconcessionaires enter into appropriate nondisclosure agreements governing proprietary information provided by Proponent to subconcessionaire related to this RFP.

Dated the day of	, 20
Corporate Proponent: [Insert Corporate Name]	
By:	
Name:	
Title:	
Corporate Secretary/Assistant Secretary (Seal)	
Non-Corporate Proponent: [Insert Proponent Name]	
By:	
Name:	
Title:	
Notary Public (Seal)	
My Commission Expires:	

# Exhibit 2

**Revised LOD for Space F-F10** 



# Exhibit 3

**Revised Exhibit G: Transition Plan** 

				<b>November 13, 2011</b>		January 8, 2012		April 1, 2012		September 1, 2012		January 1, 2013	
				Phase 1		Phase 2		Phase 3		Phase 4		Phase 5	
Please n	ote the attached	d sub	mittal and	construction schedule fo	r all Internation	onal Terminal and Conco	urse F (MHJIT) st	ores					
	Current												
	Concept and		Current	<b>Current Concept and</b>	Current	<b>Current Concept and New</b>		<b>Current Concept and</b>		<b>Current Concept and</b>		<b>Current Concept and</b>	
ckage 1	New Concept	* ]	<b>Tenant</b>	New Concept	* Tenant	Concept	* Current Tenant	New Concept	* Current Tennant	New Concept	* Current Tennant	New Concept	* Current Tena
onc. A							N (New Space)	Great Wraps (A-F6)	FC Concession Paschal	Chili's (A-F17)	C Host - Taco Joy	Starbuck (A-F16)	S Host - Taco Joy
						becomes Bar & Grill (1,266 s.f.)		becomes Chicken (422 s.f.)		becomes Coffee (320 s.f.)		becomes Gourmet Market (733 s	S.f.)
						Wall St. Deli (A-F10)	FC Concession Paschal	Hot Dog Const. (A-F7)	FC Concession Paschal	Heineken's (A-F19)	C Concession Paschal	Auntie Anne's	S Host - Taco Joy
						becomes Quick Serve Southern (671		becomes Open Quick Serve (		becomes Bar w/ Food (3,558 s.f.	.)	becomes Snack (185 s.f.)	
								on Pasahal Asian Chao (A.E5) ECConassion Pasahal					
							FC Concession Paschal	Asian Chao (A-F5)		Ben & Jerry's (A-F2)	N Concession Paschal	Chili's (A-F11)	C Host - Taco Joy
						becomes Coffee (495 s.f.)		becomes Hamburger (660 s.f	.)	becomes Frozen Dessert (342 s.f.	ī.)   	becomes Casual Dining w/Bar (4	4,875 s.f.)
						Paschal's (A-F9)	FC Concession Paschal	Dunkin Donuts (A-F4)	FCHost - Taco Joy	Bar One	S Host - Taco Joy	Houlihan's (A-F3)	N Concession Pascha
						becomes Quick Serve Pizza (564 s.f.	<del></del>	becomes Deli (623 s.f.)		becomes Bar with Food (650 s.f.		becomes Bar w/ Food (1,670 s.f	
						BK/Cinnabon/ChickFilA (A-F14)	· ·	Freshen's (A-F15)	S Host - Taco Joy				
					+ +	becomes Quick Serve Open (545 s.f.)  Hamburger (700 s.f.)	.) [	becomes Frozen Dessert (317	S.f.)				+
						11amourgo (700 s.f.)							++
						Kiosk 1	N Concession Paschal						
						becomes Sand/Salad (49 s.f.)							
						W: 1.2	N.C. ' D. 1.1						
						Kiosk 2 l becomes Sand/Salad (49 s.f.)	N Concession Paschal						++
						becomes gand/salad (+2 s.i.)							++
						Kiosk 3	S Host - Taco Joy						
						becomes Sand/Salad (49 s.f.)							
						Y: 1.4							
						Kiosk 4 Secomes Sand/Salad (49 s.f.)	S Host - Taco Joy						
						becomes Sand/Salad (49 s.l.)					11		
ckage 2													
nc. B						•	C Concession Paschal		S Concession Paschal	Sport's Scene (B-F20)	N Host - Taco Joy	Starbuck (B-F1)	
						becomes Casual Dining w/ Bar (3,59	92 s.f.)	becomes Quick Serve w/ seat	ing (1,367 s.f.)	becomes Casual Dining w/ Bar (	(2,443 s.f.)	becomes Gourmet Market (889 s.f.)	
						Mondarin Evaross (P. E4)	FCHost - Taco Joy	Freshen's (B-F3)	N Host - Taco Joy	Seattle's Best (B-F8)	C Concession Paschal	Nothon's Hot Dogs (P. E16)	
					+ +	Mandarin Express (B-F4) becomes Quick Serve Ethnic (575 s.		becomes Frozen Dessert (345		becomes Coffee (500 s.f.)	C Concession Paschal	Nathan's Hot Dogs (B-F16) becomes Coffee/Backery (301 s.	f.)
						(0,000				(Available 4/12/2012)			
							FC Host - Taco Joy	Popeye's (B-F7)	FC Host - Taco Joy				
						becomes Quick Serve Open (493 s.f.	.)	becomes Southern (610 s.f.)		Ben and Jerry's (B-F13)			
					<del>                                     </del>	Kiosks 1	S Concession Paschal	Sbarro's (B-F6)	FC Host - Taco Joy	becomes Snack (341 s.f.) (Available 4/12/2012)			<del>                                      </del>
						becomes Sand/Salad (49 s.f.)	S   Concession Paschal	becomes Upscale Pizza (514	<u> </u>	(Available 4/12/2012)			++
						Sund Sund (T/ 5.1.)		ottomos opseule i izzu (514					<del>                                     </del>
							S Concession Paschal						
						becomes Sand/Salad (49 s.f.)							
					<del>                                     </del>	Kiosk 3	N Hoot Took Is-						
					+ +	becomes Sand/Salad (49 s.f.)	N Host - Taco Joy						++
						Seconds Build Build (T7 5.1.)						*	*
						Kiosk 4	N Host - Taco Joy						N North
						becomes Sand/Salad (49 s.f.)							S South
						Y7: 1.5	X X						C Center
						Kiosk 5 lbecomes Sand/Salad (49 s.f.)	N Host - Taco Joy						Food Court

		N	T 0 2012	+ +	A	C11 2012		T1 2012	<del></del>
_		November 13, 2011	January 8, 2012		April 1, 2012	September 1, 2012		January 1, 2013	
ckage 3		Phase 1	Phase 2		Phase 3	Phase 4	NG : D 1.1	Phase 5	
c. C			Popeye's (C-F6) becomes Chicken (2,097 s.f.)	S Concession Paschal	Wendy's (C-F2) N Concession Paschal becomes Hamburger (1,624 s.f.)	Sam Adams / Future (C-F9/33) becomes Bar w/ Food (2,251 s.f.	N Concession Paschal	Moe's (C-F13/13a) becomes Gourmet Market w/	S Concession Paschal
			becomes efficient (2,077 s.f.)		becomes framourger (1,024 s.r.)	becomes Bar w/ 1 ood (2,231 s.1.		becomes Gournet Warket W/	Conce (370 s.i.)
			Seattle's Best (C-F25)	FC Concession Paschal	Atlanta Bread (C-F8) N Concession Paschal	Last Call (C-F30)	S Concession Paschal		
			becomes Coffee (345 s.f.)		becomes Deli w/ Seating (2,416 s.f.)	becomes Bar w/ Food (751 s.f.)		Paschal's (C-F3)	F(Concession Paschal
			Future (C-F-31)	N (Navy Space)	Miller Victory (C-F12) S Concession Paschal	Charley's Steakery (C-F7)	S Concession Paschal	Ben & Jerry's (C-F5) The Grove (C-F3)	F Concession Paschal
			becomes Frozen Dessert (455 s.f.)	N (New Space)	becomes Bar w/ Food (2,303 s.f.)	becomes Quick Serve (1,776 s.f.		becomes Casual Dining w/Ba	
			2 Connect 1 Today D Connect ( Tele Silv)		20001100 2012 11,7 2 000 (2,000 5121)	20001100 20001120110 (1,110 011)		Cotomos Custua Dinning Wilde	
			Future (C-F-32)	N (New Space)	Seattle's Best (C-F16) S Concession Paschal				
			becomes Ethnic (755 s.f.)		becomes Coffee (343 s.f.)				
			Future (C-F-33)	N (New Space)					
			becomes Quick Serve Open (752)						
ckage 4			N D.::14 O (T. E41)	N (Now Const.)	Dungen Ving (T. E4/4a) N. H	Divos & Drawe (T. E1)	N Host Town In	Ctombursts (T. F2)	MITTAGE TO T
Gates		+ +	New Build Out (T-F11) becomes Bar with Food (1,349 s.f	N (New Space)	Burger King (T-F4/4a) N Host - Taco Joy becomes Hamburger (825 s.f.)	Blues & Brews (T-F1) becomes Quick Serve (792 s.f.)	N Host - Taco Joy	Starbuck (T-F3) becomes Coffee (482 s.f.)	N Host - Taco Joy
			Secones But with 1 ood (1,5 15 s.f.	· <u>/</u>	Coffee/Bakery (291 s.f.)	decomes Quien Berve (192 s.ii)		becomes correc (102 s.i.)	
			Kiosk 1	N Host - Taco Joy	• • • • • • • • • • • • • • • • • • • •	The Grove	S Host - Taco Joy		
			becomes Sand/Salad (49 s.f.)		Nathan's Hot Dogs (T-F6) S Host - Taco Joy	becomes Dessert (374 s.f.)			
			Kiosk 2	N Host - Taco Joy	becomes Chicken w/ Seating (911 s.f.)				
			becomes Sand/Salad (49 s.f.)	N Host - Taco Joy	Famous Familia (T-F7 /7a) S Host - Taco Joy				
			Seconds States States (17 S.f.)		becomes Hamburger (885 s.f.)				
			Freshen's (T-F9)	S Host - Taco Joy					
			becomes Quick Serve Deli (1,436	s.f.)					
nc. D			Starbuck (D-F2)	N Host - Taco Joy	Quiznos (D-F6) C Host - Taco Joy	Chili's (D-F3)	C Host - Taco Joy	Nathan's Hot Dogs (D-F4)	C Host - Taco Joy
			becomes Coffee (654 s.f.)		becomes Coffee (518 s.f.)	becomes Casual Dining w/Bar (2		becomes Gourmet Market (28	
				N Host - Taco Joy	Starbuck (D-F9) S Host - Taco Joy	Smoothy King (D-F5)	C Host - Taco Joy	Juke Joint (D-F7)	S Host - Taco Joy
			becomes Hamburger (1,033 s.f.) Ethnic (500 s.f.)		becomes Gourmet Market (405 s.f.)	becomes Frozen Dessert (394 s.f.	1.)	becomes Coffee (753 s.f.)	
			Etimic (500 5.1.)		Burger King (D-F9) S Host - Taco Joy				
			Kiosk 1	N Host - Taco Joy	becomes Hamburger (537 s.f.)				
			becomes Sand/Salad (49 s.f.)						
			Kiosk 2	N Host - Taco Joy					
			becomes Sand/Salad (49 s.f.)	11 110st - 1 aco 30y			+		
								D-F3, D-F4, D-F5, D-F6, D-F	714,
			Kiosk 3	S Host - Taco Joy				D-F15, D-F16, D-F17 and D-l	
								scheduled for 3rd Quarter 201	3
								D-F3	New
								(8,137 s.f.)	11000
								D-F4	New
								(864 s.f.)	
		++			+			D-F5	New
								(525 s.f.)	
								D-F6	New
								(429 s.f.)	
					+			D-F14	New
								(1,033 s.f.)	
_									
		November 13, 2011	January 8, 2012		April 1, 2012	September 1, 2012		January 1, 2013	

			Phase 1	Phase 2		Phase 3		Phase 4		Phase 5	
onc. D										D-F15	New
										(881 s.f.)	
										D-F16	New
										D E17	NT
										D-F17	New
										D-F18	New
ickage 5											
RIUM			<del>                                     </del>	Café DelSol / Future (ATR-F11)		Dominos (ATR-F4)	FC Concession Paschal	Houlihan's (ATR-F8)	N Concession Paschal	Atlanta Bread (ATR-F7)	Concession Paschal
			+ + + + + + + + + + + + + + + + + + + +	Future (ATR-F11) becomes Fast Casual Dining	N (New Space)	becomes Southern Quick S	51 VC (430 8.1.)	becomes Casual Dining (12,494	+ 5.1.)	becomes Sand/Salad (2,572 s	.1.)
						Wendy's (ATR-F3)	FC Concession Paschal	Seattle's Best (ATR-F6)	N Concession Paschal	Paschal's (ATR-F1)	F(Concession Pascha
				Edy's / Future (ATR-F5)	S Concession Paschal	becomes Hamburger (843 s	.f.)	becomes Frozen Dessert (350 s	.f.)	becomes Quick Serve (546 s.f	f.)
			<del>                                     </del>	Future (ATR-F12) becomes Gourmet Market (1,51	S (New Space)	Asian Chao (ATR-F2)	FC Concession Paschal				
			+ + + + + + + + + + + + + + + + + + + +	Coffee (653 s.f.)	1 5.1.)	becomes Ethnic (621 s.f.)	i quicession i ascilai				
				Food court Seating (9	972 s.f.)	(Samuel)					
TITT	Enterior (E.EQ.)	(NI G	* Co. 44-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-								
HJIT	Future (F-F2) becomes Coffee Bake	(New Space)	* See attached MHJIT schedule								
	Secomes Correc Bane	(1,520 5.11.)									
	Future (F-F3)	(New Space)									
	becomes Coffee Bake	ry (753 s.f.)	<del>                                     </del>								
	Future (F-F4)	(New Space)									
	becomes Fast Casual										
	D. (D.Dr.)	(2)									
	Future (F-F5) becomes Fast Casual	(New Space)									
	becomes 1 ast Casaar	(700 5.1.)									
	Future (F-F6)	(New Space)									
	becomes Fast Casual	(701 s.f.)	<del>                                     </del>								
	Future (F-F7)	(New Space)									
	becomes Fast Casual										
	Future (F-F7) becomes Fast Casual	(New Space)	<del>                                     </del>								
	occomes i asi Casual	(0,00 5.1.)									
	Future (F-F10)	(New Space)									
	becomes Restaurant (	3,000)									
	Future (F-F11)	(New Space)					++				
	becomes Food court (										
	Future (F-F12) becomes Food Court	(New Space)	+ + + + + + + + + + + + + + + + + + + +								
	becomes rood Court	(5,050 8.1.)	+ + + + + + + + + + + + + + + + + + + +								
	Future (F-F13)	(New Space)									
	becomes Food Court	Seating (3,830 s.f.)									
			+ + + + + + + + + + + + + + + + + + + +								
			+ + + + + + + + + + + + + + + + + + + +								$\dashv \vdash$
			+ + + + + + + + + + + + + + + + + + + +								

Package 6		Phase 1	Phase 2		Phase 3	Phase 4		Phase 5
Conc. D				S Host - Taco Joy				
Cone. 2			becomes Quick Serve (1,000 s.f.)					
			Hamburger (1,200 s.f.)					
Conc. T			Starbuck (T-F10)	S Host - Taco Joy				
			becomes Quick Serve Deli (617 s.f					
			Sojourner's (D-F13)	S Host - Taco Joy				
			becomes Bar w/ Food (2,376 s.f.)					
				S Host - Taco Joy				
			becomes Bar w/ Food (2,384 s.f.)					
Package 7								
Conc. B				S Concession Paschal				
			becomes Bar w/ Food (1,697 s.f.)					
			Seattles Best Coffee	S Concession Paschal				
			becomes Coffee with Bar (1,184 s.	f.)				
MHJIT	Future (F-F1) (New Space)	* See attached MHJIT schedule						
	becomes Bar / Lounge (1,908 s.f.)							
Package 8								
Conc. A				S Host - Taco Joy				
			becomes Bar with Food (2,232 s.f.)	)				
Atrium	Seattles Best Coffee (HBF)			S Host - Taco Joy				
	becomes Froxen Desserts/Snack (350 s.f.)		becomes Quick Serve Open (843)		1			
		+			+			
-		+			+			
Package 9								
Conc. C			Moe's (C-F13/13a)	S Concession Paschal				
			becomes Deli w/ Seating (727 s.f.)					
		+	tooms with sources (121 bill)		+			<del>                                      </del>
		+	Het Des Zons (C E1)	N Concession Paschal	+			
		+			+			
		+	becomes Quick Serve Open (385 s.	1.)	+ +			
		+			+ +		+	
-		+			+ +		<del> </del>	
					+			

# Exhibit G (continued)

# MHJIT Submittal and Construction Schedule Food & Beverage packages 5 and 7 Retail Packages 1 and 2

The following schedule shall apply to all Food & Beverage and Retail Concessions locations in the new Concourse F.

<u>Item</u>	Package 5	Retail 1 & 2	Package 7
Concept Meeting with DOA	10/24/11	11/7/11	12/1/11
30% Drawings Meeting with DOA	11/1/11	11/15/11	12/8/11
100% Drawings submitted to DOA	12/1/11	12/15/11	12/20/11
Final Revisions to 100% Drawings	12/15/11	12/29/12	1/5/12
Obtain a City of Atlanta Construction Permit	1/8/12	1/9/12	1/13/12
Pre-Construction Meeting	1/9/12	1/10/12	1/17/12
Start Construction	1/15/12	1/16/12	1/23/12
Complete Construction	3/30/12	3/30/12	3/30/12
Obtain Certificate of Occupancy	4/1/12	4/1/12	4/1/12
Open for business	4/15/12	4/15/12	4/15/12